

COMMONWEALTH OF MASSACHUSETTS
LAND COURT
DEPARTMENT OF THE TRIAL COURT
MORTGAGEE'S AFFIDAVIT

FOR LAND COURT
USE ONLY

PLACE CASE NO.
LABEL HERE

Defendant(s)/Mortgagor(s): Matthew J. Vanderhoop

Property Address: 17 Old South Road, Aquinnah, MA 02535

1. The undersigned makes oath and says that it is (check one):

- ☐ The Mortgagee of the Mortgage which is the subject of this proceeding, in that it is the person or entity currently holding the subject mortgage and the note;
or
☐ The Mortgagee of the Mortgage which is the subject of this proceeding, in that it is the person or entity currently holding the subject Mortgage and is acting on behalf of the current holder of the note;
or
☒ Acting on behalf of the person(s) or entity(ies) currently holding the subject Mortgage and the note.

AND

2. The undersigned further makes oath and says that (check one):

- ☒ Notice(s) to Defendant(s)/Mortgagor(s) has/have been given in compliance with Massachusetts General Laws, Chapter 244, Section 35A, as amended (COPY OF NOTICE ATTACHED);
or
☐ No Notice has been given because no notice is required under Massachusetts General Laws, Chapter 244, Section 35A, as amended.

Signed under the pains and penalties of perjury this 13 day of June, 2017

Plaintiff: Wilmington Savings Fund Society, FSB, doing
business as Christiana Trust, not in its individual
capacity, but solely as trustee for BCAT 2014-10TT

By: Selene Finance LP as Servicer for Plaintiff

By: [Signature]

Name: Evan Shafer

Title: Team Lead - Foreclosure

Team Lead - Foreclosure

SELENE[®]

FINANCE

9990 Richmond Ave
Suite 400 South
Houston, TX 77042
Telephone (877) 768-3759
Fax (866) 926-5498
www.selenefinance.com

Hours of Operation (CT)
Monday - Thursday: 8 a.m. - 9 p.m.
Friday: 8 a.m. - 5 p.m.

- This is an important notice concerning your right to live in your home. Have it translated at once.
- Esta carta explica sus derechos legales para permanecer en su propiedad de vivienda. Por favor traduzca esta notificación inmediatamente.
- Este é um aviso importante em relação ao seu direito de morar na sua residência. Por favor, tem traduzido imediatamente.
- C'est une notification importante concernant votre droit de vivre chez vous. Faites-la traduire immédiatement.
- 这是一则关于您居住权的重要通知, 请儘快安排翻译。

90 Day Right to Cure Your Mortgage Default

06/06/2017

By First Class and Certified Mail

MATTHEW J VANDERHOOP

Sent Via Certified Mail

Re: Property: 17 OLD S RD
AQUINNAH, MA 02535
Loan #: [REDACTED] with Selene Finance LP

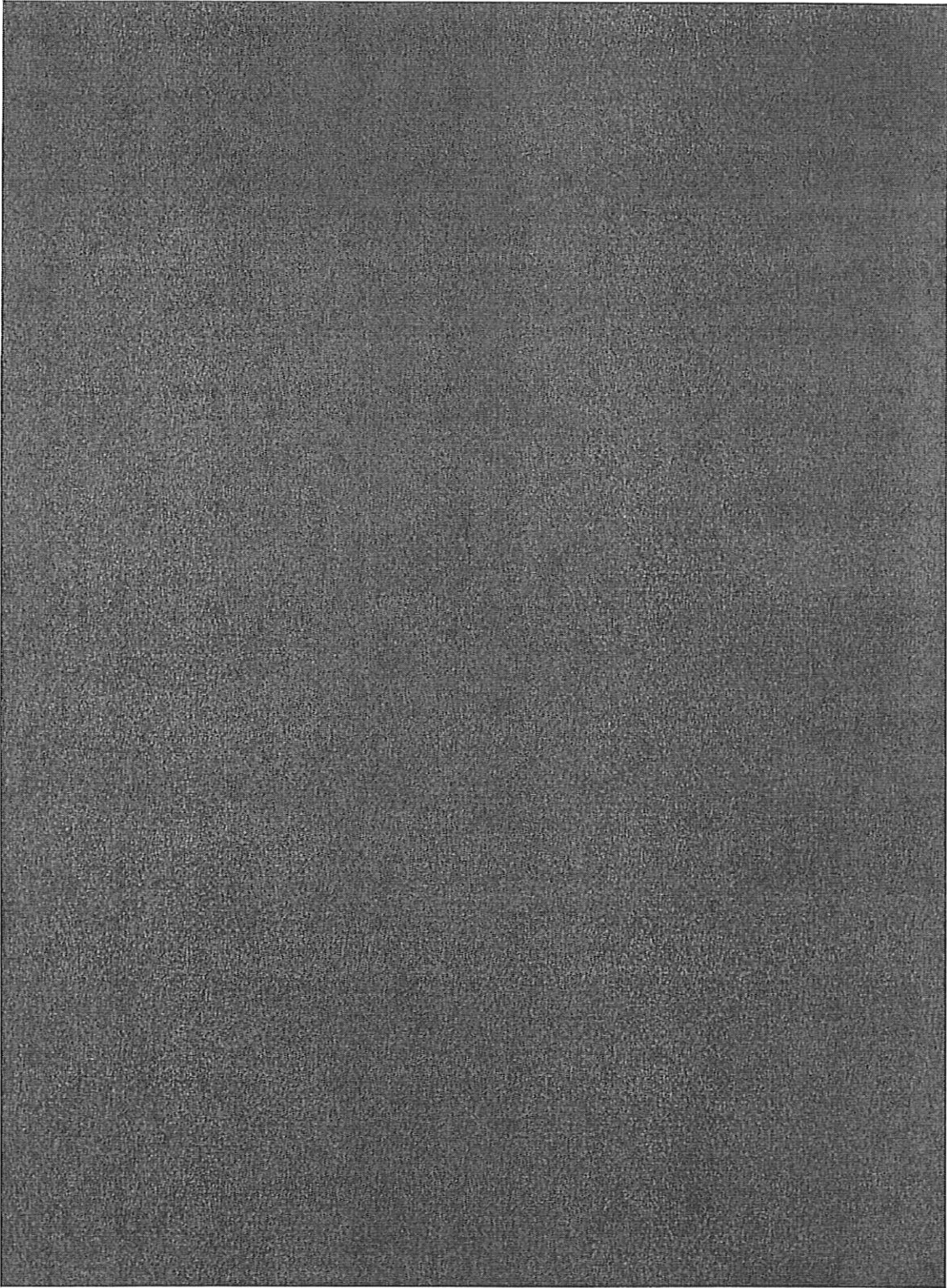
MORTGAGE BROKER:
LOAN ORIGINATOR: Sovereign Bank

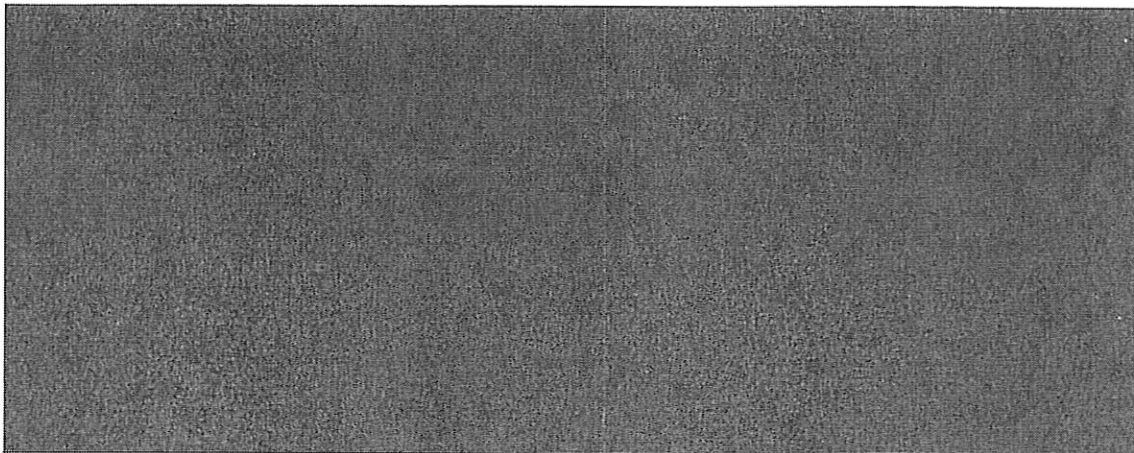
To MATTHEW J VANDERHOOP:

We are contacting you because you did not make your monthly loan payment[s] due on [REDACTED]

[REDACTED] to Selene Finance LP ("Selene"). You must pay the past due amount of [REDACTED] on or before 09/04/2017, which is 90 days from the date of this notice. The past due amount on the date of this notice is specified below:

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If you pay the past due amount, and any additional monthly payments, late charges or fees that may become due between the date of this notice and the date when you make your payment, your account will be considered up-to-date and you can continue to make your regular monthly payments.

Make your payment directly to:
Selene Finance LP
PO Box 71243
Philadelphia, PA 19176-6243

The Loan Resolution Department can be reached at (877) 768-3759.

You may also make a payment by wire transfer with the following information:

Bank: Signature Bank
ABA: 026013576
Account No.: 1500960201

Please consider the following:

- You should contact the Homeownership Preservation Foundation (888-995-HOPE) to speak with counselors who can provide assistance and may be able to help you work with your lender to avoid foreclosure;
- If you are a MassHousing borrower, you may also contact MassHousing (888-843-6432) to determine if you are eligible for additional assistance. There may be other homeownership assistance available through your lender or servicer
- You may also contact the Division of Banks (617-956-1500) or visit www.mass.gov/foreclosures to find a foreclosure prevention program near you



- After 09/04/2017, you can still avoid foreclosure by paying the total past due amount before a foreclosure sale takes place. Depending on the terms of the loan, there may also be other ways to avoid foreclosure, such as selling your property, refinancing your loan, or voluntarily transferring ownership of the property to Wilmington Savings Fund Society, FSB, doing business as Christiana Trust, not in its individual capacity, but solely as trustee for BCAT 2014-10TT.

If you do not pay the total past due amount of [REDACTED] and any additional payments that may become due by 09/04/2017, you may be evicted from your home after a foreclosure sale. If Wilmington Savings Fund Society, FSB, doing business as Christiana Trust, not in its individual capacity, but solely as trustee for BCAT 2014-10TT forecloses on this property, it means the mortgagee or a new buyer will take over the ownership of your home.

If you have questions, or disagree with the calculation of your past due balance, please contact Selene Finance LP at (877) 768-3759 or 9990 Richmond Ave, Suite 400 South, Houston, TX 77042.

Sincerely,
Maria Malaro

Enclosed with this notice, there may be additional important disclosures related to applicable laws and requirements that you should carefully review.

THIS PAGE CONTAINS MANDATORY DISCLOSURES

The total amount you must pay to cure the default stated herein must be received by 09/04/2017.

Failure to cure the default on or before the date specified may result in acceleration of the sums secured by the Security Instrument sale of the property and/or foreclosure by judicial proceeding and sale of the property.

If you have not cured the default within ninety (90) days of this notice, Selene, at its option, may require immediate payment in full of all sums secured by your Security Instrument without further demand or notice, and foreclose the Security Instrument by judicial proceeding and sale of the property and/or invoke the statutory power of sale or any other remedies permitted by applicable law, and/or as provided within your Security Instrument. Selene shall be entitled to collect all expenses incurred in connection with pursuing any of the remedies provided within the Security Instrument, including but not limited to, reasonable attorney fees and costs of title evidence.

The default will not be considered cured unless Selene receives "good funds" in the full amount due as listed herein. This means that if you send any amount other than the full amount due or any form of payment is returned to us for insufficient funds, the default will not have been cured. No extension of time to cure will be granted due to a returned payment. Acceptance of an amount less than the full amount due by Selene does not waive any rights herein, acceleration of the debt or otherwise. If you send an amount less than the full amount due, Selene can apply the amount received to your account and proceed with the applicable legal remedies, without further notice to you.

You have the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense to acceleration and sale of the property.

This notice remains in effect until the default is cured. If you are represented by an attorney, please provide us with the attorney's name, address and telephone number.

The holder of the mortgage is Wilmington Savings Fund Society, FSB, doing business as Christiana Trust, not in its individual capacity, but solely as trustee for BCAT 2014-10TT, c/o Wilmington Savings Fund Society, FSB, doing business as Christiana Trust, 500 Delaware Ave, 11th floor, Wilmington DE, 19801. Selene Finance LP is the servicer of the loan.

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Selene Finance LP is a debt collector attempting to collect a debt and any information obtained will be used for that purpose.

Please note that if you are in bankruptcy or received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt against you personally.

For Servicemembers and their Dependents: The Federal Servicemembers Civil Relief Act and certain state laws provide important protections for you, including, under most circumstances, a prohibition on foreclosure during and twelve months after the servicemember's active duty service. Selene will not foreclose on the property of a servicemember or his or her dependent during that time, except pursuant to a court order. You also may be entitled to other protections under these laws, including interest rate and fee relief. Please contact us to learn more about your rights.

